

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
USA

CONTRACT



Vendor ID 0000001569
Walsh Electric Supply Co Inc
Ethan Allen Industrial Park
30 Champlain Dr
Colchester VT 05446
USA

Phone #: 802-655-7090

Contract ID 0000000000000000000000000032773		Page 1 of 8
Contract Dates 11/01/2016 to 10/31/2018		Origin CPS
Description: CPS-LED LIGHTS & FIXTURES		Contract Maximum \$999,999.00
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Gardco BR8430CWLNW36010UNIVBRP DARK SKY: YES SMARTLIGHT: NO	EA	615.00000	0.00	0.00
2		Lumec RFM-72W32LED4K-T-R2M-UNIV-DMG-RCD-WC10-G Y3 DARK SKY: YES SMARTLIGHT: NO	EA	210.00000	0.00	0.00
3		Morris 72601/72602/72603 - LED 5"/6" retrofit downlight trim. 10.5W. Different part numbers refer to different color temp. options (3K,4K,5K) Energy Star: Yes Smartlight: Yes	EA	3.99000	0.00	0.00
4		Morris 71391 LED Wallpack, 30W, 5000K	EA	90.00000	0.00	0.00
5		Maxlite ELLF540DW50, High output LED Flood, 540W, 120-277V	EA	1,694.00000	0.00	0.00
6		Morris 71332, LED Dusk to Dawn, 48W, 120-277V, 5000K photocell included	EA	80.00000	0.00	0.00
7		RAB BLED20 DARK SKY: YES SMARTLIGHT: NO	EA	266.00000	0.00	0.00
8		Morris 71551,71552,71553- 15W LED Flood w/ adjustable knuckle mount. 120-277V. Different P/N refer to different 3K or 5K color temp, Bronze or White fixture color options, DLC Listed	EA	42.00000	0.00	0.00
9		Morris 71557, 50W LED Flood w/ adjustable knuckle mount. 120-277V, DLC Listed, 5000K	EA	83.00000	0.00	0.00
10		Morris 71356, LED Flood, 93W, 120-277V, 5000K, Slipfitter Mount	EA	252.00000	0.00	0.00
11		Philips 457044 9BR30/LED/827-22 DIM 120VDARK SKY: NO SMARTLIGHT: YES // SIX EACH PER PACK	EA	23.94000	0.00	0.00
12		Philips 435420 17PAR38/F25 3000 DIM AF SO DARK SKY: NO SMARTLIGHT: YES // SIX EACH PER PACK	EA	23.94000	0.00	0.00
13		Philips 459115 18A21/LED/827-22 DIM 120V DARK SKY: NO SMARTLIGHT: YES // SIX EACH PER PACK	EA	23.94000	0.00	0.00
14		Philips 459073 14A21/LED/827-22 DIM 120V DIM DARK SKY: NO SMARTLIGHT: YES // SIX EACH PER PACK	EA	23.94000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
15		Philips 456046 6PAR20/F25 2700 DIM DARK SKY: NO SMARTLIGHT: YES // SIX EACH PER PACK	EA	23.94000	0.00	0.00
16		Energy Focus LEDRFK-DW-VFL-MD DARK SKY: YES SMARTLIGHT: NO	EA	225.00000	0.00	0.00
17		Satco S9752, 60W LED High Bay retrofit bulb equivalent to 250W MH.	EA	92.00000	0.00	0.00
18		Energy Focus LEDRFK-DW-VFL-SM	EA	150.00000	0.00	0.00
19		Philips 9.5A19/LED/827-22 DIM 120V DARK SKY: NO SMARTLIGHT: YES // SIX EACH PER PACK	EA	23.94000	0.00	0.00
20		Morris 71391 LED Wallpack, 30W, 5000K	EA	90.00000	0.00	0.00
21		Parking Garage Luminaire. Beta. Part # PKG-304-5M-PD-04-E-UL-SV-525-ML, Smartlight=No. Dark Skay=No.	EA	576.00000	0.00	0.00
22		Parking Garage Luminaire. Beta. Part # XA-PSFTG. Smartlight=No. Dark Sky=No.	EA	28.00000	0.00	0.00
23		Pendant Fitting for Parking Garage Luminaire. Beta. Part #PKG-304-5M-PD-04-E-UL-SV-525. Smartlight=No. Dark Sky=No.	EA	500.00000	0.00	0.00
24		Morris 71600/71601/71602/71603/71604/71605 LED Canopy, 45W, 120-277V, Different part numbers refer to different color temperature options (4000K or 5000K) and fixture color options (Bronze, White, Black)	EA	118.00000	0.00	0.00
25		Maxlite MLFP22EP40DVxx, 2x2 troffer, 40W, edge lit, flat panel, xx refers to color temperature	EA	75.00000	0.00	0.00
26		Hubbell/Columbia LCAT22-XXHLG-EDU-ODP, 2x2 troffer, Integrated occupancy & daylight harvesting controls, 35w, XX refers to color temperatue	EA	167.00000	0.00	0.00
27		Hubbell/Columbia LCAT24-XXLWG-EDU-ODP, 2x4 troffer, Integrated occupancy & daylight harvesting controls, 40w, XX refers to color temperatue	EA	185.00000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
28		HUBBELL/Columbia SLK24-XX-LW-EDU, 2x4 troffer retrofit kit, 39W, 120-277V, XX refers to color temperature	EA	99.00000	0.00	0.00
29		HUBBELL/Columbia SLK24-XX-LW-EDU, 2x4 troffer retrofit kit, 39W, 120-277V, XX refers to Color temperature	EA	99.00000	0.00	0.00
30		Hubbell/Columbia LCAT22-XXHLG-EDU, 2x2 troffer, 35w, 120-277V, XX refers to color temperature	EA	91.00000	0.00	0.00
31		Hubbell/Columbia LCAT24-XXLWG-EDU, 2x4 troffer, 40W, 120-277V, XX refers to color temperature	EA	95.00000	0.00	0.00
32		Hubbell/Columbia LCAT24-XXHLG-EDU, 2x4 troffer, 47W, XX refers to color temperatue	EA	105.00000	0.00	0.00
33		Philips LF4EZ38XXULAG Philips EZ-Strip, 4', 4000lm, 3000K or 4000K, 100% Frost Lens, Universal Electronic Driver, Non-dimming. XX referes to color temperature choice Dark Sky No Smartlight No	EA	85.00000	0.00	0.00
34		Morris 71403, 150W High Bay, 120-277V, 17,000 lumen, pendant mount, bracket mount and hook mount options	EA	357.00000	0.00	0.00
35		Hubbell ASLA8LX-210-X-U-XX-XXX, LED Pole Light, 62W, 120-277V, X REFERS TO COLOR TEMP, AND LIGHT DISTRIBUTION CHOICE, XX REFERS TO COLOR OF FIXTURE, XXX REFERS TO PHOTOCELL OPTION	EA	375.00000	0.00	0.00
36		Morris 71581 Led Wallpack, 30W, 5000K	EA	75.00000	0.00	0.00
37		Hubbell ASLA8LX-210-X-U-XX-XXX, LED Pole Light, 62W, 120-277V, X REFERS TO COLOR TEMP, AND LIGHT DISTRIBUTION CHOICE, XX REFERS TO COLOR OF FIXTURE, XXX REFERS TO PHOTOCELL OPTION	EA	375.00000	0.00	0.00
38		Hubbell ASLA16LX-210-X-U-XX-XXX, LED Pole Light, 123W, 120-277V, X REFERS TO COLOR TEMP, AND LIGHT DISTRIBUTION CHOICE, XX REFERS TO COLOR OF FIXTURE, XXX REFERS TO PHOTOCELL OPTION	EA	475.00000	0.00	0.00
39		Hubbell/Columbia LWS-40HL-W-EDU, LED High Bay 120-277V, 110W	EA	172.25000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
40		Hubbell/Columbia LWS-40XL-W-EDU, LED High Bay, 120-277V, 163W	EA	200.00000	0.00	0.00
41		Hubbell/Columbia LWS-40XL-W-EDU, LED High Bay, 120-277V, 163W	EA	200.00000	0.00	0.00
42		Hubbell/Columbia LCS4-40ML-EU, Hubbell/Columbia, LED Strip, 53W, 5600 lumen, 4000K Dark Sky No Smartlight No	EA	97.00000	0.00	0.00
43		Hubbell/Columbia LAW4-40ML-EU Hubbell/Columbia, LED Wrap, 4400 lumen, 4000K Dark Sky No Smartlight No	EA	93.00000	0.00	0.00
44		Hubbell/Columbia LCS4-40VL-EU, Hubbell/Columbia, LED Strip, 106w, 11,200 lumen, 4000K Dark Sky No Smartlight No	EA	182.00000	0.00	0.00
45		Maxlite LSU4806SU50DV40, LED Utility Wrap, 50W, 120-277V	EA	98.00000	0.00	0.00
46		Hubbell ASLA8LX-210-X-U-XX-XXX, LED Pole Light, 62W, 120-277V, X REFERS TO COLOR TEMP, AND LIGHT DISTRIBUTION CHOICE, XX REFERS TO COLOR OF FIXTURE, XXX REFERS TO PHOTOCELL OPTION	EA	375.00000	0.00	0.00
47		Maxlite SKE17DLEDXX Maxlite, LED Eclipse, Screw in LED Flood, 17W, 4100K Dark Sky No Smartlight No	EA	13.00000	0.00	0.00
48		Maxlite SKPT12LEDU50E26 Maxlite, Post Top LED, 12W, 120-277V, XX refers to color temperature Dark Sky No Smartlight No	EA	42.00000	0.00	0.00
49		Maxlite SKPT36LEDXXX Maxlite, Post Top LED, 36W, 120-277V, XXX refers to color temperature Dark Sky No Smartlight No	EA	86.25000	0.00	0.00
50		Satco S9672/S9392- Post Top LED, 36W, 100-277V, S9672=2700K, S9392= 5000K	EA	69.00000	0.00	0.00
51		satco S9671/S9391-Post Top LED, 22W, 100-277V, S9671=2700K, S9391= 5000K	EA	52.00000	0.00	0.00
52		SKPT20LEDUxxE26, Same part as current Item. XX referes to color temperature	EA	48.75000	0.00	0.00
53		Maxlite CAN20U50B, LED Canopy Fixture, 20W, 120-277V, 5000k	EA	89.00000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
54		Maxlite LSV2406SU30DV40TS, LED Vapor Tight, 2ft, 30W, 4000K,	EA	80.00000	0.00	0.00
55		Leviton ODS10-IDX, Switch type occupancy sensor, Single Pole, 120/277V, X refers to color of switch Dark Sky No Smartlight No	EA	36.00000	0.00	0.00
56		TCP LED7A19DOD27K, LED A19-Lamp, 7w, (40w equivalent), 450 Lumens, 2700K, Energy Star Rated, DARK SKY=NO, SMARTLIGHT=YES. // SIX EACH PER PACK.	EA	23.94000	0.00	0.00
57		LED FIXTURES MOUNTED ON BLDG (1 LENS/FIXTURE), 523-000095-03 - 912400130225, Philips DCP400 4000 100-277V UL EW REACH, 125W COMPACT POWERCORE, 4000K,100-277V, UL	EA	1,885.00000	0.00	0.00
58		LENSES FOR LED FIXTURES - 8 DEGREE, 120-000068-05 - 910503700511, ZCP770 BSP A8 ACCESSORY, COLORREACH, SPREAD LENS, 8 DEGREES	EA	163.00000	0.00	0.00
59		LENSES FOR LED FIXTURES - 13 DEGREE, 120-000068-00 - 910503700506, ZCP770 BSP A13 ACCESSORY, COLORREACH, SPREAD LENS, 13 DEGREES	EA	163.00000	0.00	0.00
60		LIGHTING, 523-000069-14 - 910503702377, BCP473 36xLED-HB-4000 100- 277V 100 WH UL EW BLAST POWERCORE, 4000K, NO OPTICS, WHITE HOUSING, UL	EA	385.00000	0.00	0.00
61		Hubbell ASLA8LX-210-X-U-XX-XXX, LED Pole Light, 62W, 120-277V, X REFERS TO COLOR TEMP, AND LIGHT DISTRIBUTION CHOICE, XX REFERS TO COLOR OF FIXTURE, XXX REFERS TO PHOTOCELL OPTION	EA	375.00000	0.00	0.00

All LEDs furnished under this contract shall be either Design Lights Consortium or ENERGY STAR certified fixtures.

In an effort to remain current with the industry and in procuring the most environmentally preferable products, contractor shall introduce new, improved LEDs for consideration throughout the term of this contract.

It is preferred that packaging for products supplied under this contract meet the following: reduced packaging, recycled paper products, soy-based inks, and chlorine-free paper stock.

Collaboration with Efficiency Vermont: The State of Vermont and Efficiency Vermont have created a system where rebates are paid to the state for qualifying energy-efficient lighting equipment, based on quarterly sales data. Contractor shall track sales of all lighting equipment sold to the state, by district or agency, and provide the sales data to Efficiency Vermont on a quarterly basis in spreadsheet format.

The quarterly sales information shall include:

Distributor division
Date of each sale
Product model #

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
		Product description				
		Quantity of products for each sale				
		Invoice number of each sale				
		Rebate requested (US\$; optional)				
		Installation customer name				
		Installation address				
		Installation zip code				
		Billing name & billing address (contractor or end user)				
		Customer type (residential or commercial)				

The exception to this requirement shall be LED products that are covered by Efficiency Vermont's SMARTLIGHT program. Products sold through this program shall be reported to Efficiency Vermont through the established SMARTLIGHT reporting mechanisms.

For SMARTLIGHT eligible products, contractor shall quote the discounted price reflecting Efficiency Vermont's upstream incentives.

Contractor shall participate in the SMARTLIGHT program and shall have a signed Memo of Understanding (MOU) with Efficiency Vermont.

CONTRACT TERMS AND ADDITIONAL INFORMATION

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF,

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IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

Note. A copy of these reports will also be submitted to Efficiency Vermont at the address below:

Efficiency Vermont
Attn: Phil Bickel
128 Lakeside Avenue
Suite 401
Burlington, VT 05401

State of Vermont Department of Buildings and General Services
Attn: Eric Sharp
eric.sharp@vermont.gov

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS

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DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.						

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR. DELIVERY PERFORMANCE MEASURES: PENALTY MAY BE IMPOSED ON CONTRACTORS THAT HAVE CONTINUAL LATE DELIVERIES. THESE PENALTIES MAY INCLUDE BUT ARE NOT LIMITED TO CANCELLATION OF ORDERS, REQUEST FOR DISCOUNTED PRICING, NON-USE OF AN OFFENDING CONTRACTOR OR CANCELLATION OF THE CONTRACTOR'S CONTRACT. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTOR'S PROMISED DELIVERY DATE OF THE OFFICE OF PURCHASING & CONTRACTING. CONTRACTOR'S DELIVERY PERFORMANCE MAY BE REVIEWED IN PERIODIC CONTRACT REVIEWING BETWEEN THE STATE OF VERMONT AND THE CONTRACTOR.

SALES POC INFORMATION
JUSTIN KING
802-655-7090
jking@walshelectric.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
BRIAN BERINI
SENIOR PURCHASING AGENT
PHONE: 802-828-2217
FAX: 802-828-2222
brian.berini@vermont.gov

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____